

CONTRACT
CUMBERLAND COUNTY COLLEGE
AND
THOMAS A. ISEKENEGBE, Ph.D.

CONTRACT

THIS AGREEMENT made this day of February, Two Thousand Ten;

Between TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE, Cumberland County, New Jersey, (Trustees)

and, THOMAS A. ISEKENEGBE, Ph.D. of the City of Vineland, County of Cumberland and State of New Jersey, (President),

WITNESSETH:

1. For and in consideration of the mutual covenants herein agreed, the Trustees of the Cumberland County College do hereby extend the professional services Contract of Thomas A. Isekenegbe, Ph.D., for the position of President of the Cumberland County College to perform all the services and duties customarily incidental to and required of a college president in the administration of the Cumberland County College for the period commencing March 1, 2010 and ending June 30, 2013 upon the following terms:

- (a) For the contract year of March 1, 2010 through June 30, 2010, the President shall be paid total wages for said year of One Hundred Fifty Thousand Dollars (\$150,000.00), prorated, payable in equal semi-monthly installments during the remaining term of his existing agreement. Using the base of \$150,000.00, the Board will increase the salary of the President each of the three years of the contract consistent with the negotiated salary increases for College's Faculty Association.
- (b) Commencing March 1, 2010, the Board of Trustees shall pay the employee contribution to a 403B account not to exceed a Board of Trustees contribution of \$20,000.00 per annum. The Board of Trustees will further pay the 5% employee contribution to the Alternative Benefits Program.
- (c) In addition to the provisions and conditions recited above, the President shall be paid a housing allowance of Six Thousand Dollars (\$6,000.00) per year which allowance shall be paid to the President during the pendency of this contract at the rate of \$500.00 per month.
- (d) The duties of the President shall be considered as full-time and the President shall not seek, accept or engage in any alternative or secondary employment for gain that shall require his full-time or part-time services, whether salaried, proprietary or gratuitous, except honoraria received from academic consultation to institutions or associations or other similar engagements or as shall be prior approved by the Chairperson of the Board of Trustees, it being the intention of the Trustees to afford the President complete assurance of his continued employment for the term as set forth herein, and during this period, of the President to assure the Trustees of his faithful performance of the covenants and agreements herein recited; and

2. In addition to the salary and benefits hereinabove stated, the Trustees shall provide payment of all premiums on the President's Health and Accident insurance policies for the benefits of himself and his family. In addition thereto, major medical coverage shall be carried for the benefit of the President and his

family. This insurance is to be carried under the College Group Plan such as is in existence at this time or as modified from time to time and benefits to the President shall be identical to benefits received by faculty members under and pursuant to the master contract between members of the Cumberland County Faculty and Trustees of the Cumberland County College. In the event, however, that Health and Accident or major medical insurance as presently carried or as modified in the future, should be transferred and carried by or through another insurance carrier under group coverage, then and in such event, the policy as issued shall likewise cover the President and his family. All benefits and rights that, from time to time, accrue to faculty members, under the faculty contract, which also accrue to administrative personnel, except tenure, shall, where appropriate, and not inconsistent with other terms of this agreement, accrue to the President. The exception of tenure shall be subject only to prior tenure status and to those appropriate state regulations by statute or administrative code that have bearing upon the subject.

Disability insurance at maximum coverage shall be provided to the President, at the expense of the Trustees through the NJCSA Group Disability Insurance Plans. This coverage shall include Sick Leave Plan I, the NJCSA Optional Sick Leave Coordinated Plan II and NJCSA Supplemental Long Term Disability Plan III.

The President shall be permitted to accumulate unused sick days to the extent specified herein. Unused sick days shall be credited at the per-diem wage rate in effect at the time of their non-use and accumulation. The maximum dollar value of unused sick days which the President may accumulate is Nine Thousand Dollars (\$9,000.00). The President shall be reimbursed the actual dollar value of accumulated sick days capped as above, upon termination of his employment at Cumberland County College, for whatever reason.

The Board recognizes the importance of personal and professional renewal for the President. As such, the Trustees encourage development activities that strengthen the President's management and personal skills. The President may identify one such "extraordinary development activity" annually. The Board will continue to support and encourage development activities of the President, including one such "extraordinary" activity annually. Also the President, at his discretion, after notifying the Board Chair shall take whatever personal/vacation leave he so deems appropriate. The President shall not, however, be absent from the campus for more than 21 consecutive days without prior permission of the Board Chair. The Board considers such time vital for the continued good health and well being of the President. Vacation and personal leave accrual will not be considered an aspect of the contract.

The President is expected to make a formal written and oral presentation to the Board within six months of completing the development activity.

3. The Trustees shall reimburse the President for all expenses associated with business travel, which shall include transportation, lodging, meals, telephone calls, and other direct, itemized expenses. The Trustees shall reimburse the President for expenses associated with the local entertainment of college guests and for all other expenses in connection with public relations, incidental to, necessary, and related to the office of President and the administration of the College. The President shall, as necessary, present monthly vouchers covering expenses incurred as the result of rendering services as set forth in this contract.

The Trustees shall supply to the President an appropriate vehicle and the Trustees shall further provide insurance, fuel and maintenance costs upon the said vehicle.

In addition to all other terms and conditions, as between the parties, the Trustees shall supply to the President, and pay for, supplemental travel insurance in the amount of One Million Dollars (\$1,000,000.00)

per trip, on a per trip basis, for each trip taken by the President, on college business, wherein the President is required to make use of public transportation.

4. The Trustees shall additionally provide the President with an annual membership at the Fitness Connection in Vineland, New Jersey, at the College's sole expense.

5. The President will advise and cooperate with the Trustees on all matters pertaining to the administration of the Cumberland County College and perform faithfully and completely, in a professional manner, all duties and responsibilities assigned him by the Trustees.

6. The Trustees shall annually review the performance of the President to provide him with a critique of his discharge of the duties of President.

7. In the event it is determined, during the existence of this agreement, by the Board of Trustees, that the President is unable to perform his duties by virtue of illness and that such illness prevents him from performing such duties, then and in such event, he shall have a full and fair hearing, at which time the President shall have the right to be present with his witnesses and counsel and he shall have all such rights as may be afforded to teachers under Title 18A, Revised Statutes of New Jersey, despite provisions in said law which would exempt the President of a County College from having such rights as may be applicable to teachers; anything contained in said law to the contrary notwithstanding. In the event of a negative determination, pursuant to this clause, the President shall be entitled to the full, complete and maximum benefits available in accord with the Health and Accident and/or Disability provisions of paragraph 2 above.

The President shall, annually, submit to a complete and comprehensive "Executive Physical" examination, the costs of which shall be borne by the Trustees. The Trustees and the President shall have equal access to any and all reports, test results or other documents of any nature whatsoever which shall result from any such examination conducted.

8. The Trustees shall have the right to terminate this contract by buy-out upon notice to the President of their intent to do so. Should the Trustees terminate this agreement by buy-out the President shall be paid, after the termination date, a lump sum buy-out equal to the total amount of salary, retirement benefit, sick time, disability and medical insurance payments and expenses as shall be payable during the entire time remaining in the contract. Should the President elect to terminate this contract at any time the buy-out provisions of this paragraph shall not apply.

9. In the event that any relevant provisions of Title 18A Revised Statutes of New Jersey, should be amended during the term of this contract, it is understood and agreed that such amendments and supplements shall be applicable to the President during the term of this contract.

10. This agreement represents the complete understanding between the parties hereto and confirms that there are no verbal agreements modifying, restricting enlarging or in any way altering the terms herein. It is further acknowledged that the parties have been independently advised as to their legal rights under and pursuant to this contract. The signing of this contract shall constitute acknowledgment of the independent decision of both parties to execute this agreement on self-reliance and independent advise with regard to its legal import.

11. In the event that a court of competent jurisdiction should declare any provision as contained in this agreement void, for any reason whatsoever, such finding by the court shall not vitiate the remaining

portions of this agreement, but the same shall be held to be in full force and effect with the exception of such paragraph(s) as may have been declared void.

12. A resolution approving this contract has been placed upon the minutes of the Board of Trustees of Cumberland County College and it is to be considered in all respects as part of this agreement to the extent of the authorization of representatives of the Trustees to execute and to be bound by the terms as set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first written above.

TRUSTEES OF CUMBERLAND COUNTY COLLEGE

BY: _____

CHARLES A. THOMAS, CHAIRPERSON

THOMAS A. ISEKENEGBE, Ph.D.

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS:

I certify that on the 16th day of February, 2010,

Charles A. Thomas personally came before me and acknowledges under oath, to my satisfaction, that this person

- (a) is named in and personally signed this Contract Extension;
- (b) signed, sealed and delivered this document as his act and deed as Chairperson of the Board of Trustees.

Notary

GWENDOLYN C. BARBER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 22, 2012
I.D. #2290980

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS:

I certify that on the 16th day of February, 2010,

Thomas A. Isekenegbe personally came before me and acknowledges under oath, to my satisfaction, that this person

- (c) is named in and personally signed this Contract Extension;
- (d) signed, sealed and delivered this document as his act and deed.

Notary

GWENDOLYN C. BARBER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 22, 2012
I.D. #2290980

**AMENDMENT TO CONTRACT BETWEEN TRUSTEES OF
THE CUMBERLAND COUNTY COLLEGE
AND THOMAS A. ISEKENEGBE, PH.D.**

THIS AGREEMENT is made this day of , 2011;

Between the TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE,
Cumberland County, New Jersey (the "Trustees")

and, THOMAS A. ISEKENEGBE, Ph.D. of the City of Vineland, County of
Cumberland and State of New Jersey (the "President"),

WITNESSETH:

WHEREAS, the Board of Trustees and the President on February 16, 2010 entered into a Contract for the Employment of the President in that capacity for the Cumberland County College for the period March 1, 2010 through June 30, 2013 (the "Contract"); and

WHEREAS the parties are now desirous of amending certain portions of that contract, effective July 1, 2011 for the balance of the contract term;

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree as follows:

1. Section 2 of the Contract is hereby amended to read as follows:

"2. In addition to the salary and benefits hereinabove stated, the Trustees shall provide payment of all premiums on the President's Health and Accident insurance policies for the benefits of himself and his family. In addition thereto, major medical coverage shall be carried for the benefit of the President and his family. This insurance is to be carried under the College Group Plan such as is in existence at this time or as modified from time to time and benefits to the President shall be identical to benefits received by faculty members under and pursuant to the master contract between members of the Cumberland County Faculty and Trustees of the Cumberland County College. In the event, however, that Health and Accident or major medical insurance as presently carried or as modified in the future, should be transferred and carried by or through another insurance carrier under group coverage, then and in such event, the policy as issued shall likewise cover the President and his family. All benefits and rights that, from time to time, accrue to faculty members, under the faculty contract, which also accrue to administrative personnel, except tenure, shall, where appropriate, and not inconsistent with other terms of this agreement, accrue to the President. The exception of tenure shall be subject only to prior tenure status and to those appropriate state regulations by statute or administrative code that have bearing upon the subject.

Disability insurance at maximum coverage shall be provided to the President, at the expense of the Trustees through the NJCSA Group Disability Insurance Plans. This coverage shall include Sick Leave Plan I, the NJCSA Optional Sick Leave Coordinated Plan II and NJCSA Supplemental Long Term Disability Plan III.

The President shall be permitted to accumulate unused sick days to the extent specified herein. Unused sick days shall be credited at the per-diem wage rate in effect at the time of their non-use and accumulation. The maximum dollar value of unused sick days which the President may accumulate is Nine Thousand Dollars (\$9,000.00). The President shall be reimbursed the actual dollar value of accumulated sick days capped as above, upon termination of his employment at Cumberland County College, for whatever reason.

The Board recognizes the importance of personal and professional renewal for the President. As such, the Trustees encourage development activities that strengthen the President's management and personal skills. The President may identify one such "extraordinary development activity" annually. The Board will continue to support and encourage development activities of the President, including one such "extraordinary" activity annually. The President shall be entitled to take 30 vacation and 5 personal days annually. He shall be permitted to carry over up to 30 vacation days each year. The Board considers such time vital for the continued good health and well being of the President.

The President is expected to make a formal written and oral presentation to the Board within six months of completing the development activity."

2. Section 4 of the Contract is hereby deleted.

3. Except as amended hereby, all of the remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first written above.

TRUSTEES OF CUMBERLAND COUNTY COLLEGE

BY:

CHARLES J. BRETT, JR., CHAIRPERSON

THOMAS A. ISEKENEGBE, Ph.D.

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS:

I certify that on the _____ day of _____, 2011,

Charles J. Brett, Jr. personally came before me and acknowledges under oath, to my satisfaction, that this person

- (a) is named in and personally signed this Contract Amendment;
- (b) signed, sealed and delivered this document as his act and deed as Chairperson of the Board of Trustees.

Notary

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS:

I certify that on the _____ day of _____, 2011,

Thomas A. Isekenegbe personally came before me and acknowledges under oath, to my satisfaction, that this person

- (c) is named in and personally signed this Contract Amendment;
- (d) signed, sealed and delivered this document as his act and deed.

Notary